

UTILITY OCCUPANCY APPLICATION AND PERMIT

North Dakota Department of Transportation, Design
SFN 7995 (6-2016)

FOR STATE USE ONLY (Type or Print)

RIMS Document Number 52930	Contract Number 65220251	District Tracking Number 22003
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APPLICANT INFORMATION**Authorized Utility Agent (must be same as signatory for permit)**

Company Name Bridger Pipeline, LLC	Contact Name Tad True	Telephone Number (307) 266-0205
Mailing Address P.O. Drawer 2360	City Casper	State WY
	ZIP Code 82602	Email Address tad.true@truecos.com

Preparer - Consultant

Company Name Diamond Resources Co.	Contact Name Rob Carey	Telephone Number (701) 818-7615
Mailing Address P.O. Box 1938	City Williston	State ND
	ZIP Code 58802-1938	Email Address rcarey@diamondnd.com

Utility Contractor

Company Name Bridger Pipeline, LLC	Contact Name Tommy Massengale Construction Supervisor	Telephone Number (806) 340-4290
Mailing Address P.O. Drawer 2360	City Casper	State WY
	ZIP Code 82602	Email Address tommy.massengale@truecos.co

TYPE OF FACILITY (Complete appropriate space only.)

Description of Proposed Facility 16.00" O.D., 0.375" W.T., API 5L X52 with 16-18 MILS FBE, 30-40 MLS ARO Coating, cathodic protection with no casing		
Size of Facility 16" Steel Crude	Number of Cables N/A	Length of Down Guys N/A
Pipeline Pressure 1440	Size of Casing N/A	Length of Casing N/A
Location of Pole(s) N/A	Location of Appurtenances N/A	Location - Others N/A


TERMS AND CONDITIONS: Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions, attached hereto and made a part hereof.

The installation shall be completed on or before:

Date
12/31/2022

See page 2 for additional Terms and Conditions.

APPROVAL


Company Name (Utility Agency) Bridger Pipeline, LLC	Authorized Utility Agent Name (Type or Print) Tad True	Authorize Agent Title Company Owner
Date 2/25/2022	Authorized Agent's Signature 	

To be signed by Owner, Partner, Corporate President, Vice President, or other authorized Corporate Officer. If signed by other authorized Corporate Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.

The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto, and made a part hereof.

NDDOT Approved Date
2/25/2022

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

District Engineer (Type or Print) Rob Rayhorn	District Engineer's Signature 
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- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer.
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The owner shall be required to wear an ANSI/ISEA 107-2010 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.
- (E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT. The owner may be held responsible for delay costs caused by the owner's failure to use reasonable efforts to relocate or adjust facilities in a timely manner.
- (G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.
- (H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and regulations, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.
- That in the event of breach of any of the above Non discrimination covenants, the NDDOT will have the right to terminate this Permit and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.
- (I) If the utility facility includes drain tile, a "Request for Drainage on Highway Rights of Way", state form number 50909, must be made in conjunction with this permit.
- (J) The Department's review and subsequent approval of this permit request does not relieve the applicant of the responsibility to comply with all Federal and State laws and regulations that govern, but are not limited to, the protection of wetlands, threatened and endangered species, and migratory birds. The applicant is responsible to comply with all Federal and State laws and regulations that govern the protection of cultural resources within the permit application area (e.g., S.106 of the National Historic Preservation Act, 36 CRF Part 800; ND Century Code 55-02-07; ND Century Code 55-03-01.1). The applicant shall be aware of the ND State burial law (ND Century code 23-06-27; Administrative Rule 40-02) and ensure compliance for any discovery of human remains within the permit request area.
- (K) The Contractor agrees that NDDOT's review of the utility relocation plans, specifications, calculations, and field inspections shall be solely for NDDOT purposes and not for the benefit of the Utility or any third party and shall not be deemed to mean that the Utility's design and construction is structurally sound and appropriate or meets applicable federal and state regulations, laws, or local ordinances, codes, or industry standards (collectively, "Requirements"). The Utility affirms that it has taken all of the actions necessary and required for the construction, operation, and maintenance of its facility authorized hereunder, including compliance with all Requirements."
- (L) Detailed location maps showing lateral offsets from roadway centerlines are required for a permit.

For State Use Only

District Tracking Number 22003

Please attach detail location map for each Utility Location. Use multiple utility locations when changing lateral offsets.

Highway Number Hwy 16 S		Utility Location <input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across	
Nearest City or Hwy Jct. Beach, ND		Direction (N, S, E, W) North - East	Approximate Miles From 28.60
Begin	Reference Marker MP 107	Direction (N, S, E, W) North	Longitudinal Offset (feet) 2425'
	Direction From Centerline (N, S, E, W) West		Lateral Offset (feet) 120'

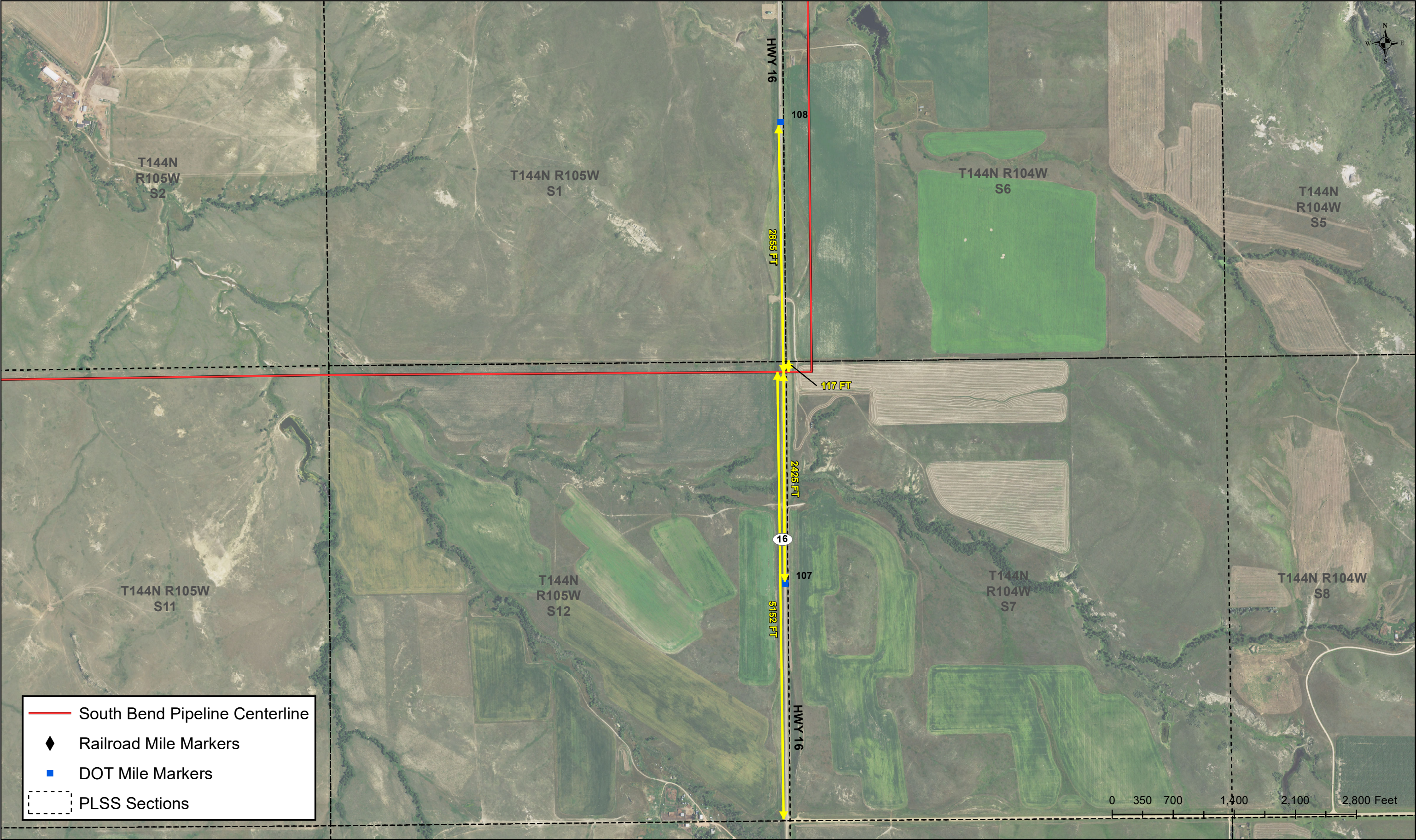
For State Use Only				
	Begin		End	
Location Number 1	Reference Pt 107.4593	Offset -	Reference Pt 107.4593	Offset -
End	Reference Marker MP 107	Direction (N, S, E, W) North	Longitudinal Offset (feet) 2,425'	
	Direction From Centerline (N, S, E, W) East		Lateral Offset (feet) 120'	

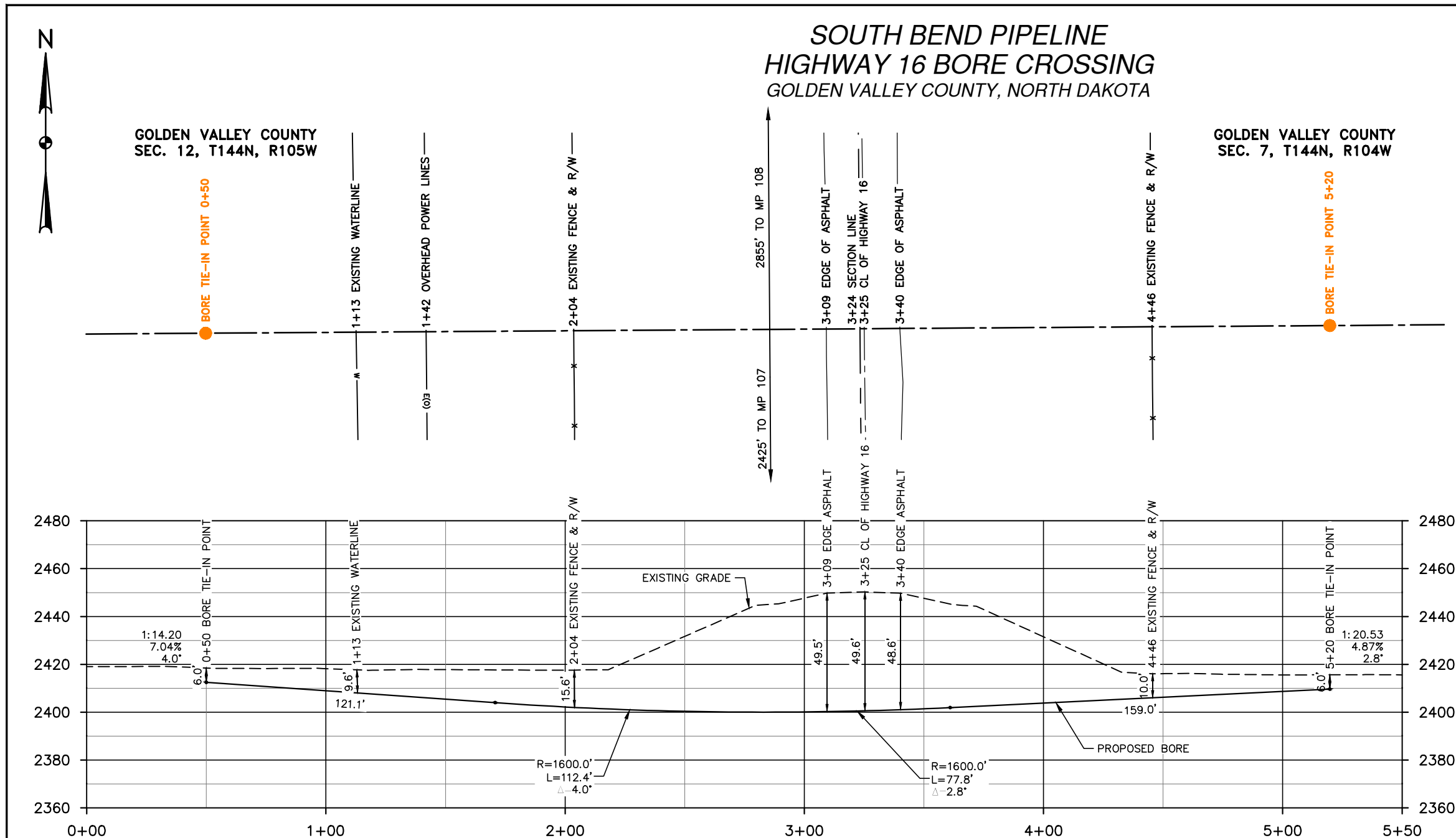


Exhibit A - Approximate South Bend Pipeline Crossing

Golden Valley County, North Dakota

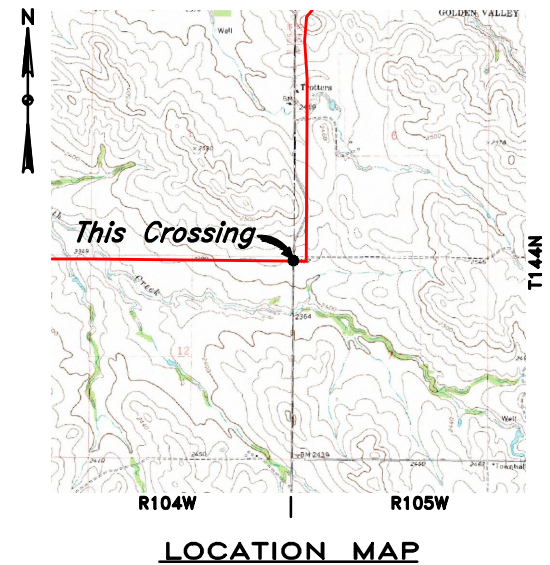
Date: 3/6/2020





NOTES:

1. EXISTING UTILITY DEPTHS ARE NOT KNOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE DEPTH OF ALL UTILITIES AND ENSURE THAT A MINIMUM OF 18" SEPARATION (OR AS REQUIRED BY EXISTING UTILITY OWNER) IS PROVIDED BETWEEN EXISTING UTILITIES AND THE PROPOSED PIPELINE.
2. IF CONTRACTOR DETERMINES THE REQUIRED SEPARATION CANNOT BE PROVIDED BASED UPON THE PROPOSED BORE DESIGN, THEN ANY PROPOSED MODIFICATIONS TO THE BORE DESIGN IN ORDER TO ACHIEVE REQUIRED SEPARATION SHALL BE CONFIRMED WITH AND APPROVED BY ENGINEER.
3. ENGINEER'S EVALUATION OF THE PROPOSED BORE WAS FOR CONSTRUCTABILITY ONLY. NO REVIEW OF THE SUITABILITY FOR THE PROPOSED OPERATING CONDITIONS (PRESSURES, TEMPERATURE, ETC.) WAS COMPLETED, AS THE OWNER SPECIFIED THE PIPE FOR THE INTENDED USE.
4. INSTALL MARKER POSTS ON BOTH SIDES OF RIGHT OF WAY FOR ALL LINE CROSSINGS.
5. CONTRACTOR TO PROVIDE RECORD INFORMATION OF THE COMPLETED BORE TO OWNER AND ENGINEER. THE INFORMATION SHALL INCLUDE INSTALLATION DEPTHS ALONG THE PROFILES, ESTIMATED SEPARATION AT UTILITY CROSSINGS, VARIATIONS IN HORIZONTAL ALIGNMENTS, AND DISCUSSION ON ANY ADJUSTMENTS TO THE BORE DESIGN.
6. ALL DEPICTED R/W ARE BASED UPON PUBLICLY AVAILABLE INFORMATION, WHEN AVAILABLE, AND TYPICAL WIDTHS, WHEN UNAVAILABLE. NO LEGAL BOUNDARY SURVEY WAS CONDUCTED TO CONFIRM R/W LIMITS, AND AS SUCH, SHOULD BE CONSIDERED APPROXIMATE.
7. THE DEPICTED BORE PROFILE IS BASED UPON THE CENTERLINE OF THE PIPELINE CORRIDOR, WITH THE UNDERSTANDING THE TERRAIN AND SITE CONDITIONS ARE SIMILAR WITHIN THE OVERALL CORRIDOR; AND THEREFORE, THE RESPECTIVE BORE PROFILES WILL NOT VARY MEASURABLY FROM THE DEPICTED BORE. IF CONTRACTOR ENCOUNTERS A SIGNIFICANT VARIATION IN TOPOGRAPHY OR SUBSURFACE CONDITIONS WITHIN THE CORRIDOR, THE ENGINEER SHALL BE NOTIFIED TO CONFIRM THE VALIDITY OF THE DESIGN FOR EACH RESPECTIVE PIPELINE.
8. THE BORE PULL FORCE CALCULATION(S) ARE A RESULT OF THE KNOWN PIPE SPECIFICATION(S) AND ASSUMED VALUES (BASED ON ENGINEER'S JUDGEMENT) FOR THE DRILLING AND SOIL CONDITION VARIABLES. CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING ACTUAL VALUES WITH ENGINEER PRIOR TO CONSTRUCTION, IF NECESSARY, FOR THE SUCCESSFUL INSTALLATION.
9. THE BORE PROFILE AND CORRESPONDING CALCULATIONS DID NOT EVALUATE THE POTENTIAL OF HYDRAULIC FRACTURING THROUGH THE SOILS SURROUNDING THE PIPELINE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EVALUATE ALL PROPOSED HDD BORE LOCATIONS TO ENSURE THAT THE SOIL CONDITIONS ARE COMPATIBLE WITH CONSTRUCTION METHODOLOGY AND THAT THE RISK OF WASHOUT AND/OR FRAC-OUT IS MINIMIZED ALONG THE BORE PATH.



PIPE SPECIFICATION:
CROSSING DESIGNED USING: PRCI REPORT PR-227-9424
CONTENTS: CRUDE OIL
CARRIER PIPE: 16.00" OD, 0.375" WT, API 5L X52
COATING: 16-18 MILS FBE, 30-40 MILS ARO

NOTE:
1. BORE CALCULATIONS ARE FROM HDD PIPELINE TOOLBOX.





ISSUED FOR CONSTRUCTION

UTILITY TYPE	ASSUMED DEPTH
WATERLINE	6.5'

BORE	STATIONING	LATITUDE	LONGITUDE
TIE-IN	0+50	47°18'42.26" N	103°55'10.27" W
TIE-IN	5+20	47°18'42.23" N	103°55'03.45" W

HORIZONTAL DISTANCE	470'
BORE LENGTH	470.3'

LEGEND				MATERIAL SUMMARY				REFERENCE DRAWINGS				REVISIONS				SHEET SIZE: B		25' 0 25' 50'		811 Many who's broken. Call before you dig.		
				MK.NO.	QTY.	DESCRIPTION		DWG. NO.	REF. NO.	DESCRIPTION		NO.	DATE	DESCRIPTION		DATE:	scale 1" = 50' feet		BRIDGER PIPELINE, LLC 455 N. POPLAR P.O. DRAWER 2360 CASPER, WY 82601			
---	SECTION LINE	---	UNDERGROUND ELECTRIC									A	03/04/20	ISSUED FOR REVIEW		01/09/2020						
-.-	EASEMENT CENTERLINE	-.-	DRAINAGE/WETLAND UTILITY POLE									0	05/07/20	ISSUED FOR CONSTRUCTION								
---	PIPELINE CENTERLINE	---	PROPOSED BORE																			
W	WATER LINE	W	MARKER POST																SOUTH BEND PIPELINE HIGHWAY 16 BORE CROSSING GOLDEN VALLEY COUNTY, NORTH DAKOTA			
PL	FOREIGN PIPELINE	PL	VALVE SETTING																			
---	EXISTING ROAD	---	TEST LEAD																			
.....	EDGE OF GRAVEL	EROSION/SEDIMENT CONTROL BMP																			
---	UNDERGROUND COM. LINE	---																				
X-X	BARBED WIRE FENCE	X-X																				
FO	FIBER OPTIC COM. LINE	FO																				
EO	OVERHEAD ELECTRIC	EO																				

**Suggested Utility Conditions for Oil/Gas Along and/or Across
Primary and Secondary Highways**

April 1, 2003

NOTICE: The Recipient must comply with ALL applicable Federal, State and local laws, rules, regulations, codes, ordinances, etc., including, but not limited to North Dakota Century Code, Chapter 49-23. (ONE-CALL EXCAVATION NOTICE SYSTEM)

1. **INSTALLATION AND MAINTENANCE:** Installation and maintenance of said facilities on highway right of way shall conform to the following provisions:
2. Within thirty (30) days after construction, maintenance, relocation, or removal of said facilities, any right of way scars shall be removed and disturbed areas restored to original condition. Existing topsoil shall be removed prior to excavation and stockpiled until all disturbed areas are restored to original grade. The stockpiled topsoil shall be evenly and smoothly replaced over the areas disturbed by the trenches or pits.
3. Vehicles and other work equipment used to install or maintain said facilities within highway right of way shall, where possible, use established access points, service roads, driveways and approaches to enter or leave the outer portion of the right of way for the performance of necessary work operations. Such vehicles and work equipment shall not be parked on the through-traffic lanes or shoulders of the highway during installation or maintenance of said facilities.
4. Protection to the free and safe flow of the highway traffic shall be as required in accordance with the "Manual on Uniform Traffic Control Devices", current edition.
5. The Recipient will notify the District Engineer of the Department of Transportation forty-eight (48) hours prior to beginning this installation. Immediately following the final clean up of the area, the Recipient shall again notify the District Engineer of the Department of Transportation.
6. The Department of Transportation may not be the total fee owner and does not warrant the title to the highway right of way covered by the terms of this permit. The Recipient shall be responsible for reviewing the public records to determine ownerships and any encumbrances to the title of the properties covered by the terms of this permit.
8. Trenches and pits opened within the right of way shall be cut to O.S.H.A. Standards and shall be of minimum width necessary to accommodate installation of said facilities. Open trenches and pits shall be barricaded if left unattended.
9. Trenches and pits opened within the right of way shall be backfilled with the same material originally in place, compacted to a density equal to that of the adjacent undisturbed soil and restored to the original grade. The backfill shall be tamped in layers not exceeding six (6) inches in compacted thickness. Consolidation of the backfill by saturation or ponding is not permissible.
12. The pipeline shall have a minimum of thirty-six (36) inches of cover within highway right of way.
15. On longitudinal installations, where the buried cable or pipe is installed by plowing, the plowed ridges shall be mechanically compacted and made flush with the original ground.

20. Casing pipe, where installed, shall extend a minimum of two (2) feet beyond the toe of the highway inslopes. The casing pipe shall be sealed at both ends to prevent formation of a waterway through the casing.
24. The diameter of the hole for bored or jacked installations shall not exceed by more than one (1) inch the outside diameter of the facility. Oversized bores, overbreaks, and unused holes shall be backfilled with grout.
25. The location of the pipeline crossing shall be indicated by a marker post installed on each side of the highway at the right of way line. An identification sign shall be attached to one of the marker posts showing the name, address, and telephone number of the Recipient.
26. The Department of Transportation shall be notified in advance of any proposed change in the type of transmittant carried by the pipeline, or any increase in the maximum working pressure specified in the application for the permit.
28. Marker posts shall be installed at the highway right of way line at intervals not to exceed 1,000 feet. An identification sign shall be attached to one of the marker posts and shall show the name, address, telephone number, and location of the pipeline.
48. The casing pipe shall be continuous and shall extend a minimum of two (2) feet beyond the clear zone or two (2) feet beyond the toes of outer inslopes of the highway, whichever is further from the highway center line. The casing pipe shall be adequately sealed at both ends with suitable material that will prevent the formation of a waterway.
55. Casing is not required if approved extra wall thickness pipe is installed.

With Extra Wall Thickness Remove #20 & #48

Risk Management Appendix

Permits and Licenses with Private Individuals, Companies, Corporations, Etc. (referred to as Recipient):

Recipient agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Recipient to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Recipient also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against the Recipient in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Recipient shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person** and **\$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed as an **additional** insured on the commercial general liability and automobile liability policies. The State of North Dakota shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Recipient shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4 above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. If Recipient's insurance will expire prior to the term of this agreement, Recipient shall renew the above requirements and furnish a certificate of insurance evidencing the renewal to the undersigned State representative prior to the expiration of the insurance. Any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Recipient shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Recipient and the State as a result of work undertaken by the Subcontractor. In addition, the Recipient shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Recipient. The Recipient shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Recipient's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Recipient's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Recipient shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Recipient from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Recipient. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Recipient in excess of the minimum requirements set forth above.

RM Consulted 2007
Revised 11-19





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, Inc. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Bridger Pipeline LLC; Belle Fourche Pipeline Company; Butte Pipe Line Company PO Drawer 2360 Casper, WY 82602	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Liberty Mutual Fire Ins Co</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Ins Co		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:**FSGQHDMA**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2-691-417008-021	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-691-417008-031	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ \$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of North Dakota, its agencies, officers and employees (State) are named as Additional Insured with respect to General Liability and Auto Liability as required by written contract. Waiver of Subrogation applies in favor of the State of North Dakota with respect to General Liability and Auto Liability as required by written contract. In the event of cancellation by the insurance companies the policies have been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER

North Dakota Department of Transportation 608 East Boulevard Avenue Bismarck, ND 58505-0700	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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NORTH
Dakota | Transportation
Be Legendary.™ DICKINSON DISTRICT

Bridger Pipeline, LLC
P.O. Drawer 2360
Casper, WY 82602

Dear Permittee:

You have submitted to the North Dakota Department of Transportation (NDDOT), in connection with your certificate of insurance, additional pages or language on the certificate which either purports to limit or qualify the information reflected on the certificate of insurance or which purports to change, modify or amend your company's insurance policies. NDDOT policy is to not solicit, review or approve vendors' insurance policies, endorsements or amendments to insurance policies, or insurance documents other than properly completed certificates of insurance. NDDOT contracts specify that vendors are responsible for acquiring and maintaining specified coverages and proof of insurance.

Please have a company executive authorized to execute contract documents sign and date the statement below attesting that your company has insurance coverage consistent with the contract provisions and immediately fax, mail or email it back to us.

Be advised that execution of this contract will be delayed until these issues have been resolved.

Hereby states that the company has, and will maintain in force, insurance coverages (including proof of coverages) consistent with the contract specifications.

Date 2/25/2022

Tad True

Vice President

TYPE OR PRINT NAME OR TITLE

DocuSigned by:



SIGNATURE

9743F3C5C1CB41C...

CLA 1201 (Div. 06)

Certificate Of Completion

Envelope Id: A1052D647FD54F3BAF42B0619D101FAD

Status: Completed

Subject: Please DocuSign Contract 65220251: Utility Occupancy Application and Permit - NDDOT Permit Hwy 16

Contract Number: 65220251

PCN:

Source Envelope:

Document Pages: 10

Signatures: 3

Envelope Originator:

Certificate Pages: 2

Initials: 0

Heather Brew

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

hbrew@nd.gov

IP Address: 165.234.248.34

Record Tracking

Status: Original

Holder: Heather Brew

Location: DocuSign

2/24/2022 1:10:18 PM

hbrew@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: DocuSign

Transportation CLOUD

Signer Events

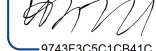
Tad True

tad.true@truecos.com

Vice President

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



9743F3C5C1CB41C...

Timestamp

Sent: 2/24/2022 1:19:57 PM

Viewed: 2/25/2022 4:14:20 PM

Signed: 2/25/2022 4:46:32 PM

Signature Adoption: Drawn on Device

Using IP Address: 174.210.228.141

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rob Rayhorn

rrayhorn@nd.gov

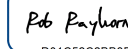
Rob Rayhorn

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication
(None), Authentication

DocuSigned by:



D01C52C2BB3E415...

Sent: 2/25/2022 4:46:36 PM

Viewed: 2/25/2022 5:05:36 PM

Signed: 2/25/2022 5:06:08 PM

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.248.34

Authentication Details

SMS Auth:

Transaction: 65FCCC8672B00104919603F383DAE82A

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 2/25/2022 5:05:28 PM

Phone: +1 701-290-4222

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Rob Carey rcarey@diamondnd.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 2/25/2022 5:06:12 PM Viewed: 2/25/2022 5:30:58 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/24/2022 1:19:57 PM
Certified Delivered	Security Checked	2/25/2022 5:05:36 PM
Signing Complete	Security Checked	2/25/2022 5:06:08 PM
Completed	Security Checked	2/25/2022 5:06:12 PM

Payment Events	Status	Timestamps
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